

ITEL RAIL

55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234

RECORDATION NO. 9168-E
FILED 1225

JUN 21 1983 - 3 02 PM

INTERSTATE COMMERCE COMMISSION

3-172A160

No. JUN 21 1983

Date

Fee \$ 10.00

June 16, 1983

ICC Washington, D. C.

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation certain documents for filing and recordation under Recordation No. 9168, the Lease Agreement dated July 1, 1975 (the "Lease") between Itel Corporation, Rail Division and the Hartford and Slocomb Railroad Company which was later assigned to the Ahnapee and Western Railroad Company as lessee (the "Lessee"). These documents are four counterparts of the following:

Amendment No. 3 dated March 29, 1983 (the "Amendment") to the Lease between Itel and the Lessee.

The names and addresses of the parties to the aforementioned Amendment are:

1. Ahnapee and Western Railroad Company
P.O. Box 3603
Green Bay, Wisconsin 54306
2. Itel Corporation, Rail Division
55 Francisco, 7th Floor
San Francisco, California 94133

The equipment covered by this Amendment is seventy three (73) 50', 70-ton boxcars, AAR mechanical designation XM, formerly bearing reporting marks from within the series AHW 4000 through AHW 4098.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

*We think this may
be 9168-E
just please check
to be sure -
thanks*

Agatha Mergenovich
C. Mergenovich

Ms. Agatha Mergenovich, Secretary
June , 1983
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Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this letter.

Sincerely,



Patricia Salas Pineda
Counsel

PSP:dmm
Enclosures

cc: Michael Walsh, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10020

Robert S. Clark, Esq.
Senior Trust Officer
First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84125

Doug Drummond
Itel Corporation

L-0456
5/6/83

RECORDATION NO. 9168-E Filed 1428

JUN 21 1983 -3 00 PM

AMENDMENT NO. 3

INTERSTATE COMMERCE COMMISSION

This **AMENDMENT NO. 3** (the "Amendment") to that certain lease agreement (the "Agreement") made as of July 1, 1975, between Itel Corporation, Rail Division, successor in interest to SSI Rail Corp., and Hartford and Slocomb Railroad Company is made this 29th day of March, 1983, by and between **ITEL CORPORATION, RAIL DIVISION**, a Delaware corporation ("Itel Rail"), as Lessor and **AHNAPEE AND WESTERN RAILWAY COMPANY**, a Wisconsin corporation ("Assignee"), as lessee and assignee.

W I T N E S S E T H :

WHEREAS, Itel Rail and Hartford and Slocomb Railroad Company ("H&S") are parties to the Agreement pursuant to which two hundred (200) general purpose boxcars bearing the reporting marks HS 2000-2099 and HS 4000-4099 (the "Boxcars") have been leased and delivered by Itel Rail to H&S;

WHEREAS, by an Agreement and Assignment (the "Assignment"), made as of April 1, 1978, H&S assigned to Assignee, with the consent of Itel Rail, all of its rights, title and interest in and to the Agreement, and effective on a boxcar-by-boxcar basis upon the renumbering and repainting of each Boxcar by Assignee, the Boxcars subject to the Agreement;

WHEREAS, pursuant to the termination letter dated May 6, 1983 from Itel Rail to Assignee, the Agreement was terminated with respect to the Cars referenced on Equipment Schedule No. 4 attached to and incorporated into the Agreement;

WHEREAS, Itel Rail and Assignee desire to amend the Agreement with respect to the Cars.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in the Amendment.
2. Equipment Schedule No. 4 shall be deleted in its entirety.
3. The parties agree that all rights and obligations of Itel Rail may be assigned to Itel Rail Corporation upon confirmation of a Plan of Reorganization for Itel Corporation by the United States Bankruptcy Court Northern District of California or by another court of competent jurisdiction, and that upon such assignment and upon the assumption of Itel Rail Corporation

of all of Itel Corporation's obligations hereunder, Itel Corporation is hereby released from all liabilities hereunder without further action by the parties and Itel Rail Corporation shall assume all such obligations without further action by the parties.

4. Nothing set forth in this Amendment with respect to the Agreement represents a waiver by the parties hereto of any rights under the Agreement or the Bankruptcy Code and is not an assumption of the Agreement under the Bankruptcy Code, and in the event of the rejection of the Agreement by order of the Bankruptcy Court under the Bankruptcy Code, Assignee may claim pre-petition damages, if any, with respect to such rejection of the Agreement.
5. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
6. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL CORPORATION
RAIL DIVISION

By: 

Title: President

Date: 5-23-83

AHNAPEE AND WESTERN
RAILWAY COMPANY

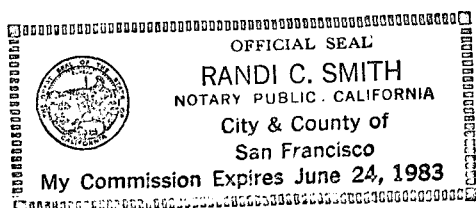
By: 

Title: President

Date: 5-19-83

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss:

On this 24th day of May, 1983, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division, that the foregoing Amendment No. 3 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Randi C. Smith
Notary Public

STATE OF Wisconsin)
)
COUNTY OF Brown) ss:

On this 19th day of May, 1983, before me personally appeared Stephen P. Selby, to me personally known, who being by me duly sworn says that such person is President of Ahnapee and Western Railway Company, that the foregoing Amendment No. 3 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert L. Goethe
Notary Public

